declared that a marriage between a brother and sister of the whole or half blood, or between an uncle and niece, was incestuous and void; and that since the plaintiff was a daughter of a half brother of the defendant, there could have been no valid marriage. *Held*, that the parties were validly married, and a divorce could be granted. *Audley* v. *Audley*, 184 N. Y. Supp. 38.

At common law incest was not indictable, but it was punished in the ecclesiastical courts as against good morals. But in most, if not all, jurisdictions in this country it has been made a crime with appropriate punishment. 4 BL. COM. 65; *State* v. *Keesler*, 78 N. C. 469; *State* v. *Smith*, 30 La. Ann. 846; and see note in 111 Am. St. Rep. 19. Since the offense is statutory, its exact nature varies in the several states, but there is sufficient similarity between the statutes for decisions in one jurisdiction to be cited as authority in another.

A long line of authorities have universally interpreted statutes, worded similarly, if not identically, to the one involved in the instant case, with a diametrically opposite result. In fact, no decision has been found supporting the instant case; but all hold that such a marriage between an uncle and niece of the half blood is incestuous and void. *Williams* v. *McKeene*, 193 Ill. App. 615; *State* v. *Guiton*, 51 La. Ann. 155, 24 So. 784; *State* v. *Wyman*, 59 Vt. 527, 8 Atl. 900, 59 Am. Rep. 753. The language employed in the statute is to be interpreted according to its common meaning; and when the terms "uncle" and "niece" are viewed in that light, they will include the daughter of a brother of the half blood. *State* v. *Reedy*, 44 Kan. 190, 24 Pac. 66. The rule is laid down in some jurisdictions that the relationship of uncle and niece must be of necessity by the half blood, and that the fact that the parent of the woman is only a half brother or sister of the husband cannot give validity to the marriage. *State* v. *Harris*, 149 N. C. 513, 62 S. E. 1090, 128 Am. St. Rep. 669. Other authorities justify the doctrine on the grounds that all degrees of kindred are computed according to the rules of the civil law, by which those of the half blood are admitted in all respects equally with the whole blood. *State* v. *Wyman*, *supra*.

The New York court based this decision upon an interpretation of their statute which provided that a marriage is incestuous and void if contracted "between a brother and sister of either the whole or the half blood; between an uncle and niece, or aunt and nephew". They stated that if the intention of the legislature was to bar marriages between uncle and niece of the half blood, then such a provision would have been incorporated into that clause of the statute forbidding marriages between uncle and niece. The only New York case, which search disclosed, upon the general subject decided that a marriage between an uncle and niece, before the passage of a prohibitory statute, was not void. *Weisberg* v. *Weisberg*, 98 N. Y. Supp. 260.

The question seems not to have been before the courts of Virginia

SALES—CONSTRUCTION OF CONTRACT—"APPROXIMATE" QUANTITIES.—The plaintiff contracted to sell the defendant 900 tons of paper, to be de-

livered within twenty months of date, "at approximately 45 tons per month, but the purchaser shall be required to take not less than (blank) tons, and the manufacturer agrees to furnish not more than (blank) tons in any one month during the period". The total of all the shipments which the purchaser had received and accepted without complaint up to the twentieth month, fell 200 tons below the total quantity specified in the contract. The demand by the purchaser, that the manufacturer make up the deficit, having been refused, the purchaser brought this action for damages. *Held*, the term "approximately" qualified not only the monthly shipments, but also the total quantity specified in the contract, and there was no substantial departure from such specified quantity. *Worcester Post Co.* v. *W. H. Parsons Co.*, 265 Fed. 591.

When there are independent circumstances set forth in the contract by which the goods may be identified, as where there is an agreement to sell all the goods in a certain warehouse, or all the steers of a certain brand, a specification of the quantity in the contract is a mere warranty, concerning which good faith is the only requirement. *Pembroke Iron Co.* v. *Parsons*, 5 Gray (Mass.) 589; *Eustis Mining Co.* v. *Beer, Sondheimer & Co.*, 239 Fed. 976; *Mosby* v. *Smith*, 194 Mo. App. 20, 186 S. W. 49. When, however, there are no such independent circumstances set forth in the contract, the amount specified therein becomes important, and qualifying words "about", "more or less", "approximately", etc., are to be construed as meaning no very substantial departure therefrom, and are put in only to guard against unforeseen accidental variations. *Norrington* v. *Wright*, 115 U. S. 188, *Paxton Lumber Co.* v. *Panther Coal Co.* (W. Va.), 98 S. E. 563; *United States* v. *Pine River Logging & Improvement Co.*, 89 Fed. 907; *Garfield & Proctor Coal Co.* v. *Pennsylvania Cole & Coke Co.*, 199 Mass. 22, 84 N. E. 1020. But when such qualifying words are supplemented by other facts and conditions, they will be interpreted in the light of such conditions and will be given a broader scope. The specified quantity becomes less important and more latitude is given to the parties to the contract. *Brawley* v. *United States*, 96 U. S. 168; *Lincoln Mining Co.* v. *Board of Education*, 212 Ill. App. 586.

Where the contract calls for a certain quantity of goods to be delivered within a fixed period, not more than a specified quantity per month, and the purchaser exercises his right to demand the maximum quantity each month, the seller is obliged to deliver such quantities as demanded, "or the life of the contract would be extended by operation of law, if the plaintiff insisted". *Fairchild, etc., Co.* v. *Southern Refining Co.*, 158 Cal. 264, 110 Pac. 951; *Diamond Alkali Co.* v. *Ætna Explosives Co.*, 264 Pa. 304, 107 Atl. 711. But where no such rights are exercised by the purchaser, or where the maximum and minimum quantities are left blank, and the parties acquiesce in the monthly shipments, it is fairly inferable that they did not intend to have the time extended, nor did they contemplate a delivery of the total remainder in the last month. *Holland* v. *Pierce, etc., Ass'n.* (Tex. Civ. App.), 171 S. W. 1075, *Central Oil Co.* v. *Southern Refining Co.*, 154 Cal. 165, 97 Pac. 177.